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**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)
_____)

CC Docket No. 00-218

**DIRECT TESTIMONY OF CHUCK GOLDFARB, ALAN BUZACOTT AND
ROY LATHROP ON BEHALF OF WORLDCOM, INC.**

**(Mediation Issues III-8, IV-14, IV-15, IV-18, IV-19, IV-21, IV-23, IV-29, VI-1(E),
VI-1(J), VI-1(T) & VI-3(B))**

August 17, 2001

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1 **MEDIATION ISSUES III-8, IV-14, IV-15, IV-18, IV-19, IV-21, IV-23, IV-29, and**
2 **Supplemental Issues VI-1(E), (J), (T), VI-3(B).**

3 **INTRODUCTION**

4 **Q. What is the purpose of this testimony?**

5 A. The purpose of this testimony is to present WorldCom, Inc.'s ("WorldCom")
6 position on the unresolved issues concerning the provision of unbundled network
7 elements that were subject to mediation over the last several weeks:¹ III-8 (connectivity
8 at technically feasible points), IV-14 (incorporating provisions of UNE Remand,
9 Advanced Services, and Line Sharing Orders), IV-15 (UNE features, functions and
10 capabilities), IV-18 (multiplexing), IV-19 (NID), IV-21 (unbundled dedicated transport),
11 IV-23 (call related databases), IV-29 (inside wire), and Supplemental issues VI-1(E)
12 (UNE restrictions), VI-1(J) (non-251 services), VI-1(T) (Verizon's network upgrades),
13 and VI-3(B) (technical standards and specifications).² We note that some of these issues
14 were resolved in part during the mediation, and that as a result new contract language that
15 resolves some disputes and crystallizes others may be discussed in the following
16 testimony.

17 **Q. Who are the members of the witness panel sponsoring this testimony?**

18 A. The members of this Panel are Chuck Goldfarb, Alan Buzacott, and Roy Lathrop.

19 **Q. Are you the same Chuck Goldfarb, Alan Buzacott, and Roy Lathrop that**
20 **filed direct testimony on July 31, 2001 in this proceeding?**

21 A. Yes, we are.

¹ The following UNE issues have been fully resolved: III-16, IV-16, IV-17, IV-20, IV-21 (unbundled shared transport only), IV-22, IV-26, IV-27, IV-43, V-5, VI-1(D), V1-1(G), VI-1(I), VI-3(D), VI-3(J), and VI-3(K).

1 **Q. What is at stake in these disputes over the availability of UNEs?**

2 A. What is at stake is WorldCom's ability to offer competitive service in Virginia,
3 and especially its ability to offer competitive service in the residential and small business
4 markets, where economies of scale and scope prevent it from offering service entirely by
5 constructing its own facilities and interconnecting them with Verizon's facilities.

6 Verizon's position is that it should not be required to offer anything more than the
7 bare minimum of what the law requires, based on its narrow interpretation of the law.
8 But in critical respects, Verizon's proposals fall well short of what is required by law, and
9 are instead supported by legal claims that do not withstand analysis. Time and time again
10 Verizon inappropriately extends restrictions that the FCC has adopted in one narrow
11 context – such as the use, commingling, and collocation restrictions temporarily adopted
12 in the FCC's Supplemental Order Clarification – and has proposed restrictive and
13 discriminatory rules that do not permit WorldCom to compete on an equal footing – or at
14 all – with Verizon. In what follows we describe the practical consequences of these legal
15 disputes.

16 **ISSUE III-8: CONNECTIVITY AT TECHNICALLY FEASIBLE POINTS**

17 **Q. Should the interconnection agreement contain a provision specifying that for**
18 **each network element and combinations (including UNE-P and loop/transport**
19 **combinations), Verizon shall provide connectivity at any technically feasible point,**
20 **not limited to points at which WorldCom collocates on Verizon's premises?**
21 **(Attachment III, Section 2.5)**

² Two mediation issues regarding UNEs (IV-24 (directory assistance databases) and IV-25 (CNAM database)) are addressed in the affidavits of Edward Caputo and Michael Lehmkuhl, respectively. Mr. Caputo also addresses Issues IV-80 and IV-81.

1 A. Yes. This provision should be included because it would prevent Verizon from
2 imposing unreasonable restrictions on access to unbundled network elements (such as a
3 collocation requirement). This straightforward provision tracks Section 51.307(a) of the
4 Commission's rules, which states in the clearest possible terms that incumbent LECs
5 "shall provide . . . nondiscriminatory access to network elements on an unbundled basis
6 at any technically feasible point" 47 C.F.R. § 51.307(a).

7 The Commission has found that incumbent LECs cannot limit a competitive
8 carrier's choice to collocation as the only method for gaining access to network elements.
9 Louisiana 271 Order, 13 FCC Rcd 20599, 20701 ¶ 164. The Commission's rules
10 implementing Section 251(c)(3) of the Act also make clear that incumbent LECs cannot
11 offer collocation as the sole method for gaining access to and combining network
12 elements. Id. at ¶ 169. For example, Section 51.321 of the Commission's rules states
13 that technically feasible methods of access to unbundled network elements "include, but
14 are not limited to, physical and virtual collocation at the incumbent LECs' premises." 47
15 C.F.R. § 51.321(b) (emphasis added).

16 Verizon's proposal requires collocation any time two elements are combined. See
17 section 1.7 of Verizon's proposed contract. Read literally, this would require collocation
18 to connect, for example, the loop and the NID, and would make UNE-P and most other
19 combinations impossible. Its proposal is in direct violation of FCC rules, and is a
20 throwback to the time when the ILECs were claiming before the 8th Circuit that they
21 were under no obligation to combine elements at CLEC requests, or to provide already-
22 combined elements nondiscriminatorily. But the ILECs lost this argument at the
23 Supreme Court, and Verizon's proposal here ignores that decision and would render most

1 element combinations unusable. The only collocation requirement that this Commission
2 should permit in the contract is the narrow requirement regarding collocation in the safe-
3 harbor provisions of the Supplemental Order Clarification concerning EELs, a restriction
4 that applies only in the case of loop-transport combinations discussed in that order.

5 **ISSUE IV-14: PROVISIONS OF UNE REMAND, ADVANCED SERVICES AND**
6 **LINE SHARING ORDERS**

7 **Q. Should the contract reflect the FCC's decisions in the UNE Remand,**
8 **Advanced Services and Line Sharing proceedings? (Attachment III, Sections 4.1**
9 **through 4.8; 5.1 through 7.1.3.2; 9.1 through 10.1.4.2.)**

10 A. Yes, these changes in law should be reflected in the new interconnection
11 agreement. WorldCom proposes that the Interconnection Agreement reflect the FCC's
12 decisions in the UNE Remand Order, the Advanced Services Order, and the Line Sharing
13 Order.

14 For example, WorldCom proposes a definition of the loop UNE consistent with
15 the UNE Remand Order. (Attachment III, Section 4.1) The loop definition references
16 the loop demarcation point at an end-user's premises and includes inside wire, as ordered
17 by the FCC in the UNE Remand Order. Further, the proposed loop definition includes
18 high capacity loops, attached electronics, and dark fiber as required by the UNE Remand
19 Order. 47 C.F.R. § 51.319(a). WorldCom proposes provisions providing for the
20 availability of DSL capable loops. (Attachment III, Section 4.2.1) With respect to
21 advanced services, WorldCom has also proposed provisions concerning non-
22 discriminatory electronic and manual access to critical loop make-up information for
23 purposes of qualifying loops for DSL services. (Attachment III, Section 4.2.6) These

1 provisions too track directly the relevant provisions of the UNE Remand Order, and there
2 is no dispute that Verizon is required to provide this qualification information. See UNE
3 Remand Order, ¶¶ 427-431; 47 C.F.R. § 51.319(g); 47 C.F.R. § 51.5.

4 WorldCom has proposed provisions that require Verizon to condition loops when
5 conditioning is required for the provision of advanced services. (Attachment III, Section
6 4.2.7) Once again, this is required by law. See 47 C.F.R. § 51.319 (a)(3). Contract
7 terms have also been proposed for access to the network interface device and requiring
8 compliance with industry standards for the provision of advanced services.
9 (Attachment III, Sections 4.2.8-4.2.9)

10 WorldCom has proposed a spectral compatibility process designed to insure
11 nondiscriminatory deployment of advanced services. (Attachment III, Section 4.2.10)
12 Similarly, WorldCom has proposed contract language memorializing the parties'
13 obligation to develop spectrum management procedures which comply with appropriate
14 standards. (Attachment III, Section 4.2.11) See Line Sharing Order ¶ 183. WorldCom
15 has also proposed non-discriminatory binder group management procedures and other
16 processes for the elimination of interfering technologies such as AMI T1. 47 C.F.R.
17 § 51.232. (Attachment III, Sections 4.2.11.2-4.2.11.3) These contract terms are designed
18 to ensure the assignment of DSL services to binder groups that do not contain AMI T1
19 technologies and to maximize the deployment of advanced services within binder groups.
20 Once again, these provisions are entirely consistent with Commission rules. See Line
21 Sharing Order ¶ 212.

22 WorldCom has proposed contract terms setting forth the conditions under which
23 Verizon is permitted to deny the deployment of advanced services (Attachment III,

1 Section 4.2.12) and non-discriminatory testing procedures for DSL loops (Attachment III,
2 Section 4.2.13). The contract terms proposed by WorldCom concerning provision of
3 advanced services, including the spectral compatibility, binder management, and other
4 advanced services-related terms, are consistent with the FCC's Advanced Services and
5 Line Sharing Orders. See Advanced Services Order III (1999) ¶¶ 63-77; 47 C.F.R. §§
6 51.230-51.233.

7 WorldCom has proposed contract terms defining the subloop UNE and specifying
8 that subloop, including inside wire, shall be made available as an unbundled network
9 element. (Attachment III, Section 4.3) The proposed terms encompass methods of
10 access to subloop generally and include use of a single point of interconnection in multi-
11 unit premises specifically. In addition, the terms proposed by WorldCom provide detail
12 concerning the definition of loop feeder and both technical requirements and interface
13 requirements for loop feeder. (Attachment III, Section 4.4) Similarly, WorldCom has
14 proposed contract terms defining loop distribution and setting forth technical
15 requirements for loop distribution. (Attachment III, Section 4.5) The subloop
16 unbundling terms proposed by WorldCom are consistent with the FCC's UNE Remand
17 Order. 47 C.F.R. § 51.319(a)(2).

18 Finally, in this regard, WorldCom has proposed contract language defining packet
19 switching and requiring Verizon to provide access to packet switching as an unbundled
20 network element as specified in the FCC's UNE Remand Order. (Attachment III,
21 Sections 6.1-6.2) Specifically, the proposed contract term requires Verizon to provide
22 nondiscriminatory access to unbundled packet switching where Verizon has deployed
23 DLC systems or other fiber facilities; there are no spare copper loops available; Verizon

1 has not permitted WorldCom to deploy a DSLAM at the remote terminal, pedestal, or
2 vault; and Verizon has deployed packet switching for its own use. 47 C.F.R.
3 § 51.319(c)(3).

4 Verizon has provided no defensible reason to exclude these provisions from the
5 contract. Specifically, they do not assert that WorldCom misstates the requirements of
6 the FCC Orders. The Commission should impose these requirements upon Verizon.

7 **ISSUE IV-15: UNE FEATURES FUNCTIONS AND CAPABILITIES**

8 **Q. Should the Interconnection Agreement contain a provision setting forth**
9 **Verizon's obligation to provide unbundled network elements, including all the**
10 **features, functions, and capabilities, the provision of which is technically feasible?**
11 **(Attachment III, Section 1.1)**

12 A. Yes. The Interconnection Agreement should contain this provision which sets
13 forth one of the fundamental obligations imposed on ILECs. 47 C.F.R. §§ 51.307(a)-(d)
14 defines Verizon's obligations under Section 251(c)(3) of the Telecommunications Act by
15 requiring (among other things) that ILECs shall provide to a requesting
16 telecommunications carrier, for the provision of a telecommunications service,
17 nondiscriminatory access to network elements on an unbundled basis at any technically
18 feasible point on terms and conditions that are just, reasonable, and nondiscriminatory.
19 (Section 51.307(a)) Furthermore, ILECs must provide a requesting telecommunications
20 carrier access to an unbundled network element, along with all the unbundled network
21 element's features, functions, and capabilities, in a manner that allows the requesting
22 telecommunications carrier to provide any telecommunications service that can be
23 offered by means of that network element. (Section 51.307(c))

1 WorldCom's ability to provide broad-based competitive services in Virginia
2 requires access to all the technically feasible features, functions, and capabilities of
3 unbundled network elements. WorldCom's proposed language sets forth the manner in
4 which Verizon shall provide UNEs in order to avoid ambiguity that may later lead to
5 litigation and delayed access to UNEs to which WorldCom is entitled.

6 WorldCom's proposed language was negotiated and agreed to by Verizon and
7 WorldCom and was included in the current contract approved by the Virginia State
8 Corporation Commission. Furthermore, there have been no changes in law or process
9 between the parties that warrant altering WorldCom's proposed language, which has been
10 opted-into by many CLECs.

11 Opposing this provision, Verizon simply cites to its own proposed language,
12 failing to identify any point in WorldCom's language that improperly construes the law
13 or is otherwise unreasonable. Verizon misreads WorldCom's language (that is, current
14 contract language) regarding technical feasibility, that applies to the features, functions,
15 combinations and capabilities of UNEs, not to the definition of the network elements
16 themselves. Moreover, Verizon's language would limit availability of elements to those
17 identified in any Verizon tariff, without regard to the provisions of the interconnection
18 agreement. This is plainly unreasonable.

19 **ISSUE IV-18 MULTIPLEXING**

20 **Q. Should the Interconnection Agreement provide WorldCom unbundled access**
21 **to the functionality provided by multiplexing/concentrating equipment?**
22 **(Attachment III, Sections 4.6- 4.6.5.5)**

1 A. Yes. The Interconnection Agreement should make clear that
2 multiplexing/concentrating equipment is a feature and function of both unbundled local
3 transport and unbundled loops, and as such WorldCom is entitled to access to this
4 functionality. 47 C.F.R. § 51.319(a)(1) (the loop includes attached electronics) and 47
5 C.F.R. § 51.319(d)(1)(A) (unbundled transport includes all technically feasible capacity-
6 related services). Detailed specification of the functionality, technical, and interface
7 requirements of multiplexing/concentrating equipment in the Agreement will eliminate
8 ambiguity, minimize future disputes as to the terms and conditions governing the
9 equipment being provided, and ensure that the UNEs possess the attributes required by
10 the purchaser, WorldCom.

11 **Q. Does Verizon to agree to provide multiplexing to WorldCom?**

12 A. No. Verizon objects to WorldCom's proposed language and argues that
13 multiplexing has not been defined by the Commission as a UNE, but fails to note that
14 WorldCom makes no such claim. Multiplexing is a functionality of both loop and
15 transport UNEs, and it is on that basis that WorldCom asserts its right to access such
16 functionality. Verizon further contends that the only multiplexing it is required to
17 provide is that multiplexing that is inherent in its offering of a particular loop or transport
18 facility (i.e., multiplexing that is contained within the particular transport facility that
19 WorldCom requests, and not multiplexing that could be attached to the end of a transport
20 facility), and that CLECs have no right to specifically request multiplexing as an added
21 functionality of loop or transport, any more than they have a right to order, for example, a
22 load coil. But multiplexing can be ordered specifically in conjunction with either loop or
23 transport, it is commonly identified in interconnection agreements, and it can be ordered

pursuant to the current agreement in Virginia at a UNE price set by the Virginia Commission. See Interconnection Agreement, Attachment 3, section 10.2.4. Verizon's position is tantamount to claiming that WorldCom has no right to order multiplexing at all, even though the FCC has identified it as a feature and functionality of both loop and transport. Specifically, the UNE Remand Order made clear that the definition of loop includes "all features, functions and capabilities of the transmission facilities, including dark fiber and attached electronics . . . owned by the incumbent LEC, between an incumbent LEC's central office and the loop demarcation point at the customer premises." UNE Remand Order ¶167. There is no rule limiting access to only those features and functions that the ILEC happens to include in the middle of the loop facility.

Q. What would the effect be of Verizon's limitation if it were imposed?

A. WorldCom currently relies upon Verizon to provide most of its multiplexing functionality. The limitation Verizon would impose would prevent WorldCom from providing efficient local service, in at least two ways. First, where loop transport combinations are permitted by the Supplemental Order Clarification, the ability to order multiplexing allows low-capacity loops such as DS1s to be concentrated onto higher capacity transport facilities, such as DS3s. This allows more efficient transport. Second, even where WorldCom is obtaining only loops, the ability to purchase multiplexing from Verizon is important because it allows more efficient use of cross-connects. Without multiplexing, WorldCom must order and pay for one DS1 or DS-0 cross connect for each loop. With multiplexing, WorldCom can use a single DS3-level cross connect and then use the multiplexing to derive the DS1 and DS0 circuits.

1 **Q. Would Verizon’s failure to adhere to its obligation raise any additional**
2 **problems for WorldCom?**

3 A. Yes. If Verizon is permitted to refuse to provide multiplexing functionality to
4 WorldCom as part of its obligation to unbundle network elements, WorldCom will be
5 forced to order multiplexing under Verizon’s tariffs. However, this is not a viable
6 solution to the problem for several reasons. First, tariffed multiplexing is not provided at
7 cost-based rates as a UNE would be. Second, Verizon has imposed “commingling”
8 restrictions on competitors above and beyond the restrictions imposed temporarily by the
9 Commission in the Supplemental Order Clarification.³ Due to Verizon’s self-imposed
10 “commingling” restrictions, WorldCom has been unable to utilize the tariffed
11 multiplexing in conjunction with leased unbundled network elements. The result is the
12 same as mentioned above, due to Verizon’s actions, WorldCom is precluded from
13 providing efficient local service. Again, this problem would be remedied if the
14 interconnection agreement clearly stated that multiplexing is a feature and functionality
15 of certain UNEs, which Verizon is obligated to provide to WorldCom.

16 **Q. Does Verizon acknowledge that a provision regarding multiplexing**
17 **functionality as part of the loop should be included in the agreement?**

18 A. No. Verizon states that it does not currently deploy multiplexing as part of its
19 loops, and therefore that WorldCom is not entitled to ask Verizon to provide such
20 superior quality service. However, WorldCom’s contract language makes it clear that it

³ The Supplemental Order Clarification temporarily limited IXCs’ ability to convert the circuits leased out of access tariffs to unbundled network element loop-transport combinations to preserve the ILEC universal service subsidy and to give the FCC the opportunity to consider whether CLECs were impaired in their ability to provide access services if they could not make use of UNE EELs for that purpose. In that context the Commission’s “commingling” restriction was a prophylactic measure designed to keep IXCs from converting access circuits in circumvention of that rule. Neither the Supplemental Order Clarification’s commingling ban, nor its use restriction, have any application here.

1 is not asking Verizon for multiplexing that it does not deploy on its own behalf,
2 specifically stating that WorldCom has a right to this element functionality only to the
3 extent it is currently deployed by Verizon. Concentration is commonly deployed in the
4 loop plant at the remote terminal, however, and whether or not Verizon is currently
5 deploying it in Virginia, it is at the least currently testing it, and it does not deny that it
6 could well install such technology in its Virginia network during the term of this
7 agreement. Thus it is entirely appropriate that the agreement state that such functionality
8 be available to WorldCom to the extent it is deployed in Verizon's network.

9 **ISSUE IV-19 NETWORK INTERFACE DEVICE**

10 **Q. Should the Interconnection Agreement provide detailed terms specifying the**
11 **means of access to, and technical and interface requirements for, the network**
12 **interface device ("NID")? (Attachment III, Sections 4.7- 4.7.4.3)**

13 A. Yes. The NID is an unbundled network element that Verizon is required to
14 provide. Including detailed terms specifying the means of access and technical interface
15 requirements will eliminate ambiguity and minimize future disputes as to the rights and
16 obligations of the parties.

17 WorldCom's proposed language was negotiated and agreed to by Verizon and
18 WorldCom and was included in the current contract approved by the Virginia State
19 Corporation Commission. Furthermore, there have been no changes in law or process
20 between the parties that warrant altering WorldCom's proposed language, which has been
21 opted into by many CLECs. Verizon has failed to demonstrate that the existing language
22 is unreasonable and has identified no reason to change the existing language.

1 **ISSUE IV-21 UNBUNDLED DEDICATED TRANSPORT**

2 **Q. Should the Interconnection Agreement include detailed provisions regarding**
3 **the availability and definition of unbundled dedicated transport? (Attachment III,**
4 **Section 10)**

5 A. Yes. The parties agree that dedicated transport is an unbundled network element
6 that must be made available by Verizon, and Verizon for the most part has accepted
7 WorldCom's contract language, which is derived from the existing contract language.
8 Verizon disagrees with WorldCom's proposal in three respects: the provision in 10.2.2
9 concerning using dedicated transport in conjunction with facilities purchased out of
10 tariffs to provide physical redundancy; the provision in 10.2.4 concerning the ability to
11 order multiplexing as a feature or function of dedicated transport; and the provisions
12 10.3-10.3.2.11 concerning the ability to order digital cross connects (DCS) as a feature or
13 function of dedicated transport.

14 **Q. What is physical redundancy and why is it necessary?**

15 A. Carriers frequently provide their customers redundancy, so that if one set of
16 facilities breaks down, the customer will continue to receive service without interruption
17 over another set of facilities. One of the reasons some local customers in particular seek
18 service from WorldCom is to assure themselves redundancy in the event their Verizon
19 local service fails. WorldCom therefore often needs to be able to offer service over two
20 distinct routes, so that if one of the routes is interrupted, the service can seamlessly flow
21 over the other route.

22 **Q. What if there are not redundant facilities available?**

1 A. Verizon has tariffed services available through which it will build facilities at the
2 direction of its wholesale or retail customers, with the customer of course paying the cost
3 of the construction at tariffed rates.

4 **Q. Should WorldCom be able to order through Verizon's tariff the construction**
5 **of new facilities to use with pre-existing leased dedicated transport in order to**
6 **provide physical diversity?**

7 A. Yes. As a practical matter that may be the only way for WorldCom to provide its
8 customers the diversity they demand. There is no dispute that it is technically feasible for
9 Verizon to provide both these tariffed services and unbundled network elements as
10 WorldCom requests, and that Verizon would provide these same physical facilities to its
11 own retail customers as they require.

12 **Q. Will Verizon provide WorldCom both unbundled dedicated transport and**
13 **tariffed special construction so that it can provide its customers physical diversity?**

14 A. No. Verizon has refused to agree to WorldCom's section 10.2.2, on the ground
15 that this provision is asking Verizon to "commingle" unbundled network elements and
16 access services, since the dedicated transport facility and the special construction facility
17 would terminate on the same piece of equipment.

18 **Q. Is there any legitimate reason to deny WorldCom access to such services and**
19 **elements?**

20 A. None whatsoever. Verizon's position is simple discrimination, in that it provides
21 its retail customers precisely the same facilities upon demand that it is refusing to provide
22 to WorldCom. The Commission has never suggested that an ILEC may refuse to allow
23 CLECs to make use of both UNEs and tariffed services together, and if Verizon is

1 purporting to rely on the “commingling” ban the Commission has put in place in the
2 Supplemental Order Clarification concerning EELs, that restriction, and the rationale
3 given for that restriction, has absolutely no relevance to the issue presented here.
4 WorldCom’s proposed contract language makes no mention of access services or of
5 facilities purchased out of interstate access tariffs, and physical diversity is not, and could
6 not become, a method of providing access services over UNEs.

7 **Q. Is WorldCom entitled to multiplexing and digital cross-connect functionality**
8 **for dedicated transport?**

9 A. Yes. As previously discussed above in regards to the provisions relating
10 specifically to multiplexing, the UNE Remand Order plainly requires ILECs to provide
11 multiplexing functionality to CLECs. And the FCC’s unbundled transport regulation is
12 equally clear about digital cross connects. It states that ILECs must “[p]ermit, to the
13 extent technically feasible, a requesting telecommunications carrier to obtain the
14 functionality provided by the incumbent LEC’s digital cross-connect systems in the same
15 manner that the incumbent LEC provides such functionality to interexchange carriers.”
16 47 C.F.R. § 51.319(d)(2)(D).

17 **Q. Why has Verizon declined to provide this functionality to WorldCom?**

18 A. As previously indicated, Verizon’s position is that it is only required to provide
19 either multiplexing or digital cross-connects when they happen to exist within transport
20 links provided to WorldCom, and that WorldCom has no right to order such functionality
21 as an addition to transport facilities ordered.

22 **Q. Is there any basis in the Act or FCC regulation for this limitation?**

1 A. None whatsoever. We have already discussed why this is so as it refers to
2 multiplexing. The case is, if anything, even more clear when it comes to digital cross
3 connect functionality. The FCC's regulation, as referenced above, explicitly allows
4 CLECs to order as functionality of the transport unbundled network element the same
5 cross connect functionality ILECs offer to IXC's as tariffed services. Rule
6 51.319(d)(2)(D); Local Competition Order ¶ 444. WorldCom's proposed contract
7 provision, allowing WorldCom to order one such tariffed digital cross-connect service as
8 a UNE, thus is expressly authorized by the FCC rule.

9 **Q. What is the practical consequence of Verizon's refusal to honor the FCC's**
10 **rules in this regard?**

11 A. Verizon's refusal to honor the FCC's rules regarding access to DCS functionality
12 places WorldCom in a Catch 22 situation. Specifically, under Verizon's scenario,
13 WorldCom cannot obtain the DCS functionality as part of a transport UNE. It also
14 cannot obtain the DCS functionality through the special access tariff and then combine it
15 with UNEs, due to Verizon's skewed interpretation of "commingling." Therefore, were
16 Verizon's proposal to be accepted the only way WorldCom could utilize the DCS
17 functionality would be to purchase both the DCS and the transport from the Verizon
18 special access tariff – at non-cost based rates. This is not a viable solution. Verizon must
19 be required to continue to provide WorldCom with DCS functionality as part of the
20 transport UNE either separately or along with other transport functionality as it is
21 required to do under the current agreement and clear FCC regulation.

22 **ISSUE IV-23 CALL RELATED DATABASES**

23 **Q. Should the Interconnection Agreement include detailed provisions setting**

1 **forth the availability of call related databases including, but not limited to, LIDB,**
2 **the Toll Free Number Database, number portability databases, 911 and E911**
3 **databases, and AIN databases? (Attachment III, Section 13- 13.5.9)**

4 A. Yes. We understand that Verizon and WorldCom have agreed to contract
5 language on this subject, but disagree in a critical way about the extent to which this
6 language would permit WorldCom to make use of call-related databases. Specifically,
7 Verizon takes the position that the LIDB call-related database should be subject to a use
8 restriction, and can be used when ordered as a UNE only to provide local service.
9 WorldCom, on the other hand, believes it is entitled to use LIDB and other call-related
10 databases to provide any telecommunications services it sees fit to offer.

11 **Q. Is Verizon's limitation a sensible one?**

12 A. No. The Act's unbundling provision specifically gives CLEC's the right to use
13 unbundled network elements "for the provision of a telecommunications service" and in
14 no way limits the use to local services only. The Commission reaffirmed that the Act
15 meant what it said in the Local Competition Order, rejecting the ILECs view "that we
16 should read into the current statute a limitation on the ability of carriers to use unbundled
17 network elements, despite the fact that no such limitation survived the Conference
18 Committee's amendments to the 1996 Act." Local Competition Order ¶ 359. This
19 holding was then affirmed in the UNE Remand Order, where the Commission once again
20 expressly refused to read a use restriction into the Act. VNE Remand Order ¶ 484. This
21 straightforward understanding of section 251(c)(3) is then codified in 47 CFR 51.309(a),
22 which specifies that "an incumbent LEC shall not impose limitations, restrictions, or
23 requirements on . . . the use of unbundled network elements that would impair the ability

1 of a requesting telecommunications carrier to offer a telecommunications service in the
2 manner the requesting telecommunications carrier intends.”

3 In the Supplemental Order and Supplemental Order Clarification the Commission
4 imposed a temporary use restriction only on certain loop transport combinations in order
5 to consider the ramifications on universal service of bulk conversions of access services
6 to such loop transport combinations, and in particular to consider whether CLECs would
7 be impaired without access to such loop-transport combinations used in this manner. But
8 it in no way retracted its previous understanding of the Act that unbundled elements can
9 be used for any telecommunications purpose. Under the Act, Verizon cannot direct how
10 WorldCom uses an unbundled network element to provide telecommunications services.
11 Verizon’s attempt to restrict WorldCom’s use of the LIDB database imposes a restriction
12 on WorldCom that is contrary to the Act and the Commission’s regulations.

13 Verizon’s assertion of the right to impose this use restriction on LIDB is
14 especially outrageous. The FCC expressly named LIDB a database subject to
15 unbundling, and it did so knowing full well that virtually the only application of LIDB is
16 to provide access services. Verizon’s claim that the FCC unbundled LIDB but silently at
17 the same time proscribed virtually all of its known uses strains credulity. Verizon’s
18 attempted imposition of a use restriction on LIDB is little more than an effort to take it
19 off of the list of unbundled network elements altogether, and it should be rejected out of
20 hand.

21 **ISSUE IV-29: INSIDE WIRE**

22 **Q. Should the contract language reflect the FCC’s decision to allow access to**
23 **inside wire? (Attachment III, sections 4.1; 4.3.1; 4.3.3; 4.3.5.).**

1 A. Yes. WorldCom's proposed contract language is built upon the right of
2 competitive local exchange companies (CLECs) to access the loop at any point up to the
3 demarcation point. The Commission has defined the demarcation point as "... that point
4 on the loop where the telephone company's control of the wire ceases, and the
5 subscriber's control (or, in the case of some multiunit premises, the landlord's control) of
6 the wire begins. Thus, the demarcation point is defined by control" (UNE Remand
7 Order at ¶ 169).

8 The Commission's reliance on the concept of control to define the demarcation
9 point is crucial for resolving possible disputes over access to inside wire between
10 WorldCom and Verizon. In Sections 224(a) and (f) Congress directed the Commission to
11 treat control over rights-of-way on par with ownership. In its Building Access Order, the
12 Commission determined that where a utility has the ability to charge an entrant for access
13 to a right-of-way it occupies, it controls the right-of-way.⁴ Similarly, a utility controls a
14 facility (access to inside wire) where it has the ability to charge for access to the facility.

15 The Commission reports that Verizon claims it was authorized to move the
16 demarcation point for every customer in multiple tenant environments ("MTEs") to a
17 minimum point of entry ("MPOE") in Virginia, and also that Verizon has retired its
18 inside wire assets.⁵ Verizon echoes this statement in its response to WorldCom's petition
19 for arbitration, and is worth parsing carefully.

20 Virginia is a Minimum Point of Entry ("MPOE") state: all of the wire on
21 the customer's side of the demarcation point is deregulated, and the customer

⁴ Promotion of Competitive Networks in Local Telecommunications Markets, WT Docket No. 99-217, First Report and Order and Further Notice of Proposed Rulemaking ("Building Access Order"), Released October 25, 2000, at ¶ 87.

1 bears all responsibility for installation and maintenance of the network on that
2 side of the demarcation point. To the extent WorldCom seeks access to any wire
3 owned or controlled by the customer, Verizon has neither the ability nor the
4 obligation to provide such access to WorldCom.⁶

5 The statement suggests that Verizon is unable to provide WorldCom access to
6 inside wire in any MTE in the state. This suggestion does not withstand close scrutiny.
7 First, the affected MTEs are limited to buildings wired by the former C&P of Virginia.
8 MTEs wired by GTE, now merged into Verizon, would not have had demarcation points
9 moved to the MPOE.

10 Second, the Commission only reported that Verizon received permission to move
11 individual customer demarcation points to an MPOE, but does not state that Verizon
12 actually moved customer demarcation points to the MPOE in every building wired by
13 C&P. Nowhere does Verizon aver that it has moved customer demarcations to the
14 MPOE in every building in Virginia. Verizon's responses to AT&T's data requests make
15 clear that there are many buildings where Verizon has not moved customer demarcation
16 points to the MPOE.⁷ Where the former C&P did not move customer demarcation points
17 to an MPOE, Verizon retains control over the inside wire.

18 Third, even where Verizon has moved customer demarcations in an MTE to the
19 MPOE, it does not follow that it has relinquished control. Loss of ILEC control is
20 contingent upon the building owner taking affirmative action to assert control by
21 charging the ILEC and other LECs to access inside wire. In its Building Access Order,

⁵ Id., at ¶¶ 67-68.

⁶ Exhibit A to Verizon's Answer to the Petitions for Arbitration of WorldCom, Cox, and AT&T at 129.

1 the Commission envisioned control passing to the building owner through an affirmative
2 action by the owner, when it noted that “. . . where the building owner chooses to locate
3 the demarcation point at the MPOE . . . control, including determining terms of access,
4 would lie with the building owner.”⁸ (emphasis added)

5 A practical test of whether Verizon retains effective control over inside wire in an
6 MTE is whether the building owner charges Verizon recurring fees to access inside wire.
7 Where Verizon is not charged fees for this purpose, it retains control over inside wire. A
8 similar test of whether Verizon retains effective control over inside wire in an MTE is
9 whether Verizon has the ability to charge CLECs to access inside wire. Verizon’s
10 Template interconnection agreement and its response to WorldCom on this issue suggest
11 that Verizon has this ability. The section of Verizon’s Template interconnection
12 agreement that deals with inside wire explicitly recognizes the unique conditions
13 governing inside wire in Massachusetts and New York. The Template interconnection
14 agreement fails to identify special circumstances affecting access to inside wire by
15 CLECs that might exist in Virginia. In its Template interconnection agreement, Verizon
16 asserts the right and ability to: perform cross-connects at the MPOE; to connect CLECs
17 to house and riser cable; and to charge for these connections.⁹

18 Verizon’s answer to WorldCom on this issue also suggests it controls inside wire
19 and has the ability to charge for access to inside wire it controls. Verizon first responds
20 that “. . . [t]o the extent WorldCom seeks direct access to perform its own cross-

⁷ Verizon Virginia Inc.’s Responses To AT&T’s Second Set Of Data Requests, AT&T 2-3.

⁸ Building Access Order at ¶ 57.

⁹ See Section 6, Verizon Template Interconnection Agreement, Unbundled Network Elements (UNEs) Attachment.

1 connections . . . Verizon [would have] . . . no way of knowing precisely . . . what
2 recurring charges Verizon should assess . . . ”. Verizon goes on to insist “ . . . that its
3 own employees be present when all cross-connections and other work are performed on
4 any portion of the network Verizon owns or controls.”¹⁰ (emphases added). Finally,
5 Verizon’s response to AT&T’s data requests confirms that Verizon does charge for
6 accessing inside wire in Virginia MTEs.¹¹

7 These statements indicate that even where Verizon may have moved individual
8 customer demarcations to a common MPOE, it still controls inside wire on the customer
9 side of the MPOE, and believes it has the ability and right to permit CLECs to access this
10 inside wire, and charge for this access. In these instances, the demarcation point (the
11 point where Verizon’s control over inside wire terminates) is not actually located at the
12 MPOE. The Commission should conclude that WorldCom may access inside wire
13 pursuant to Section 51.319(a) of the Commission’s rules.

14 The Commission should take the opportunity in this hearing to clarify the
15 conditions under which Verizon is permitted to deny WorldCom and other CLECs access
16 to inside wire within Virginia MTEs. WorldCom recommends that only where the
17 building owner affirmatively exercises control by charging Verizon a recurring fee to
18 access inside wire on the customer side of the MPOE has Verizon relinquished control of
19 the inside wire to the building owner. Where this condition is not in effect, the
20 Commission should determine that WorldCom may access inside wire pursuant to
21 Section 51.319(a) of the Commission’s rules.

¹⁰ Exhibit A to Verizon’s Answer to the Petitions for Arbitration of WorldCom, Cox, and AT&T, at 129.

¹¹ Verizon Virginia Inc.’s Responses To AT&T’s Second Set Of Data Requests, AT&T 2-10.

1 **ISSUE VI-1(E): UNE RESTRICTIONS/CHANGES IN APPLICABLE LAW**

2 **Q. Should the interconnection agreement contain a separate change of law**
3 **provision specific to UNEs?**

4 A. No. In Sections 1.1 through 1.6 of Verizon's template UNE Attachment, Verizon
5 proposes that the interconnection agreement address the effect of changes in applicable
6 law on the Parties' rights and obligations specifically with respect to Verizon's provision
7 of UNEs to WorldCom. These provisions allow Verizon to continue its quest to escape
8 its Section 251(c)(3) obligations by unilaterally superseding the provisions of the
9 interconnection agreement with Verizon's unilateral interpretation of a state commission,
10 FCC or court order regarding network elements. Further, these provisions seek to
11 unlawfully restrict WorldCom's use of, and access to, network elements.

12 The change of law provisions governing the entire interconnection agreement are
13 set forth in the general terms and conditions and are disputed in this arbitration under
14 Issue IV-113. Those provisions should also govern how the Parties address, negotiate,
15 and if necessary, seek to resolve disagreement over an amendment arising from a change
16 in the regulations with respect to network elements. There is no reason to treat a change
17 of law with respect to network elements differently than a change in law with respect to
18 the reciprocal exchange of traffic, for example. Verizon does not even suggest why the
19 provision of network elements should be carved out for separate and disparate treatment
20 from other Section 251 obligations.

21 **Q. Are the specific change of law terms proposed by Verizon appropriate?**

22 A. No. Affiant Matt Harthun addresses change of law provisions generally, and the
23 same problems with Verizon's general change of law provisions infect the proposed UNE

1 change of law provision. To summarize, Verizon's proposed language is not in the
2 public interest because it jeopardizes the ability of customers to receive service, and it is
3 anti-competitive. Verizon reserves the right (see Verizon Proposed ICA §§1.1, 1.5) to
4 discontinue offering, and to disconnect network elements that Verizon unilaterally
5 determines it is no longer required to provide WorldCom under the applicable law. Such
6 action could have serious impact on customers served by WorldCom. While Verizon's
7 proposed language offers "to reasonably cooperate" to coordinate termination, it does not
8 provide any specific assurance to make sure that customers are not severely and
9 adversely impacted. Provisions that describe in concrete detail how changes in law are to
10 be implemented are absolutely necessary here, because Verizon has no incentive to
11 cooperate in such a transition. In fact, it has the perverse incentive to see the transition
12 fail and fail rapidly in order to protect and regain its market share, and cause customers to
13 distrust WorldCom's services. In addition, Verizon expects WorldCom and other CLECs
14 to bear the financial burden of Verizon's decision to terminate the provision of a network
15 element(s).

16 While Verizon would give itself the right to terminate services unilaterally and
17 without limitation, Verizon's proposal leaves to an open-ended and potentially drawn out
18 negotiation process the terms, conditions, and pricing of any network elements that
19 Verizon must provide when applicable law adds to Verizon's obligations. Verizon's
20 proposal here (Section 1.4) is equally unworkable and unfair unless there are clear
21 processes, steps, and deadlines added to this process to ensure that Verizon negotiates
22 this type of change expeditiously and in good faith.

23 **Q. Are there other anticompetitive limitations in Verizon's UNE change of law**

1 **provisions?**

2 A. Yes. Verizon's Section 1.2 includes multiple discriminatory limitations on
3 WorldCom's access to unbundled network elements. For example, it provides that
4 Verizon shall have no obligation to construct or deploy new facilities or equipment to
5 offer any UNE. This is inconsistent with the non-discriminatory provision of UNEs
6 required by the Act because Verizon will construct or deploy new facilities and
7 equipment to serve a retail customer taking service from Verizon. The limitation
8 proposed by Verizon is overbroad. This restriction permits Verizon to refuse
9 provisioning of a loop to a WorldCom customer's premise because facilities do not exist
10 and then to deploy the loop facility so that Verizon's retail arm can serve the customer.
11 See Verizon's Proposed ICA, UNE Attachment, §1.2(b).

12 Verizon then compounds that discriminatory and anti-competitive provision by
13 proposing further contract language that prohibits a potential WorldCom customer from
14 ordering service from Verizon (which requires deployment of facilities) and then
15 migrating his/her service to WorldCom. See id. These two provisions, taken together,
16 lock the customer into Verizon service. The first provision prohibits the customer from
17 receiving service from WorldCom in the first instance and forces the customer to take
18 service from Verizon. The second provision then prevents the customer from migrating
19 service to WorldCom once he or she has established service from Verizon.

20 **Q. Does Verizon's UNE Change of Law provision rely on its contested**
21 **interpretation of Rule 315?**

22 A. Yes. Verizon's proposed Section 1.2 is also objectionable because it is based on a
23 misinterpretation of Section 251(c)(3) and this Commission's combination rule, Rule

1 315. Verizon's language here restricts the network elements that Verizon must offer
2 WorldCom only to those that currently exist, and as they are currently connected, in
3 Verizon's network. Thus, unless the very loop that WorldCom requests is already
4 physically connected to the switch port that WorldCom also requests, Verizon has no
5 obligation under Verizon's proposed contract to make those network elements available
6 to WorldCom. This would preclude WorldCom from offering service to a customer via a
7 second line, when that second line is not already fully connected and operational.
8 Clearly, this is contrary to the market-opening purposes of the Telecommunications Act.
9 This is also discriminatory because Verizon makes new elements, or services based on
10 new elements, available to other third parties. Verizon's proposal is an unreasonable
11 limitation on its obligations because Verizon is in fact obligated to combine all
12 unbundled network elements that it ordinarily combines in its network. It is also based
13 on a misconstruction of Rule 315, as is addressed more completely in Issue III-6.

14 **Q. Are there other problems with Verizon's UNE change of law provision?**

15 **A.** Yes. The first sentence of Verizon's proposed Section 1.3 is permissible as long
16 as it is understood that the applicable law, namely Section 251(c)(3), permits WorldCom
17 to use network elements purchased from Verizon in the provision of telecommunications
18 services. No other restrictions are permissible under the Act. The remainder of
19 Verizon's proposed Section 1.3 is objectionable because it appears to detract and,
20 notwithstanding its language, "limit" the first sentence.

21 Verizon also includes a provision indicating that nothing in the Interconnection
22 Agreement constitutes an agreement by Verizon that any item identified in the
23 Agreement is in fact a network element Verizon is required by applicable law to provide

1 to CLECs on an unbundled basis. See Verizon's Proposed ICA §1.6. The purpose of this
2 caveat is unclear, but it certainly appears to undercut Verizon's contractual obligation to
3 provide UNEs.

4 Verizon's proposed Section 1.6 appears to be an attempt to reserve Verizon's
5 right to argue against its Section 251(c)(3) obligations and the obligations to provide
6 specific network elements to competing carriers. Its phrasing, however, is objectionable
7 because, either through negotiation or by arbitration order, Verizon must agree to provide
8 the network elements set forth in this agreement. It may not use this proposed
9 Section 1.6 to claim shortly after the agreement becomes effective that Verizon is no
10 longer required to provide a specific network element to WorldCom. If this proposed
11 section is intended to be only a reservation of rights by Verizon, then WorldCom
12 suggests altering the phrasing to state, "Nothing contained in this Agreement should be
13 construed to waive Verizon's right to argue or assert that any item identified in this
14 Agreement as a UNE is . . .". Further, if the contract is to become a forum in which the
15 parties memorialize and restate their regulatory positions, Verizon should permit, and
16 WorldCom requests, that the following be added as a reciprocal reservation of rights:

17 Nothing contained in this Agreement should be construed to waive
18 WorldCom's right to argue or assert that the only restriction
19 applicable to WorldCom's use of a network element is that such
20 element be used in the provision of telecommunications services.

21 For all the reasons stated above, Verizon's proposed Sections 1.1 through 1.6 should be
22 excluded from the interconnection agreement.

1 **ISSUE VI-1(J): NON 251 SERVICES**

2 **Q. Is Verizon free to charge for services not provided by section 251 without**
3 **regard to any other legal requirements?**

4 **A:** No. Verizon proposes a contract section indicating that if Verizon provides a
5 service that it is not required to provide by Section 251 of the Act, these services may be
6 priced in a manner that differs from that required by Section 252 of the Act. WorldCom
7 does not object a provision that had such limited reach. However, as drafted, the Section
8 proposed by Verizon exempts the charges for these services from all applicable law.

9 The language proposed by Verizon is as follows:

10 If Verizon is a Bell Operating Company (as defined in the Act) and in
11 order to comply with Section 271(c)(2)(B) of the Act provides a Service
12 under this Agreement that Verizon is not required to provide by Section
13 251 of the Act, Verizon shall have the right to establish Charges for such
14 Service in a manner that differs from the manner in which under
15 Applicable Law (including, but not limited to, Section 252(d) of the Act)
16 Charges must be set for Services provided under Section 251.

17 A revised provision which exempts these services from the pricing requirements of
18 Section 252 (d) but not all applicable law, to which WorldCom would agree, would read
19 as follows:

20 If Verizon is a Bell Operating Company (as defined in the Act) and in
21 order to comply with Section 271(c)(2)(B) of the Act provides a Service
22 under this Agreement that Verizon is not required to provide by Section
23 251 of the Act, Verizon shall have the right to establish Charges for such

1 Service in a manner that differs from the manner in which under
2 ~~Applicable Law (including, but not limited to, Section 252(d) of the Act)~~
3 Charges must be set for Services provided under Section 251.

4 **VI-1(T): VERIZON'S NETWORK UPGRADES**

5 **Q. Should Verizon have the unfettered right to make any changes it desires to**
6 **its network without regard to the competitive consequences of such changes?**

7 A. No. Verizon has proposed contract language that gives it the unfettered right to
8 alter its network in any manner it deems appropriate, regardless of the anti-competitive
9 impact those alterations may have on competing carriers and their customers.

10 Specifically, Verizon proposes inclusion of Section 42 of its template, which states:

11 Notwithstanding any other provision of this Agreement, Verizon
12 shall have the right to deploy, upgrade, migrate and maintain its
13 network at its discretion. *The Parties acknowledge that Verizon,*
14 *at its election, may deploy fiber throughout its network and that*
15 *such fiber deployment may inhibit or facilitate **CLEC's ability*
16 *to provide service using certain technologies.* Nothing in this
17 Agreement shall limit Verizon's ability to modify its network
18 through the incorporation of new equipment or software or
19 otherwise. **CLEC shall be solely responsible for the cost and
20 activities associated with accommodating such changes in its own
21 network. (Emphasis added.)

22 WorldCom does not object to the general premise that Verizon should have the
23 ability to upgrade and maintain its network. However, the discretion claimed by Verizon

1 in this section could be used to defend network upgrades designed to thwart competitors’
2 access to unbundled network elements. WorldCom cannot agree to include such terms in
3 interconnection agreements, which arguably deprive it of its right to bring anti-
4 competitive deployment plans to the attention of regulatory authorities and to contest
5 them. If Verizon has a choice to upgrade its network in a way that impedes competitors,
6 or to accomplish the same upgrade in a way that promotes competition, it should have no
7 discretion to do the former, and should be required to do the latter.

8 Consistent with the requirements of the 1996 Act, Verizon must notify WorldCom
9 of any network alterations that “would affect the interoperability of those facilities and
10 networks.” 47 U.S.C. §251(c)(5). In addition, any upgrades must be consistent with the
11 interconnection agreement and the FCC’s regulations implementing 47 U.S.C.
12 § 251(c)(5). Finally, the proposed provision should be amended to clarify that
13 WorldCom does not waive its right to challenge anti-competitive network deployment
14 plans.

15 To that end, and in an effort to narrow outstanding issues, WorldCom proposes
16 that the revised section be included in the interconnection agreement:

17 Notwithstanding any other provision of this Agreement but in
18 accordance with the requirements of Section 251(c)(5) of the Act
19 and the FCC’s implementing regulations thereunder, Verizon shall
20 have the right to deploy, upgrade, migrate and maintain its network
21 at its discretion. The Parties acknowledge that Verizon, at its
22 election, may deploy fiber throughout its network and that such
23 fiber deployment may inhibit or facilitate ~~**CLEC~~MCIm’s ability

1 to provide service using certain technologies. Nothing in this
2 Agreement shall limit Verizon's ability to modify its network
3 through the incorporation of new equipment or software or
4 otherwise. ~~**CLEC-MCI~~m shall be solely responsible for the cost
5 and activities associated with accommodating such changes in its
6 own network, unless otherwise required by Applicable Law.
7 Nothing in this Section limits MCI's right to challenge in an
8 appropriate forum network deployment plans of Verizon.

9 **ISSUE VI-3(B): TECHNICAL STANDARDS AND SPECIFICATIONS**

10 **Q. Should WorldCom have access to network elements at parity, and to**
11 **information adequate to assure that it is being provided with network elements at**
12 **parity?**

13 A. Yes. Verizon proposes to delete Attachment III, Section 3 of WorldCom's
14 proposed Interconnection Agreement. The section that Verizon seeks to delete specifies
15 that the obligation to provide non-discriminatory access to UNEs applies to the areas of
16 design quality, performance, features, functions, and capabilities, and other
17 characteristics such as power, diversity and security requirements. That section also
18 specifies that Verizon will provide reasonably available data sufficient for WorldCom to
19 determine that these requirements are being met. Verizon offers no plausible reason why
20 this provision should not be included in the Interconnection Agreement.

21 **Q. Does this complete your testimony?**

22 A. Yes.

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

In the Matter of)	
Petition of WorldCom, Inc. Pursuant)	
to Section 252(e)(5) of the)	
Communications Act for Expedited)	
Preemption of the Jurisdiction of the)	CC Docket No. 00-218
Virginia State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon-Virginia, Inc., and for)	
Expedited Arbitration)	

**AFFIDAVIT OF ROY LATHROP,
CHUCK GOLDFARB AND ALAN BUZACOTT**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Roy Lathrop, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



Roy Lathrop

Subscribed and Sworn to before me this
16th day of August, 2001.



Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

In the Matter of)	
Petition of WorldCom, Inc. Pursuant)	
to Section 252(e)(5) of the)	
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Expedited Arbitration)	

**AFFIDAVIT OF ROY LATHROP,
CHUCK GOLDFARB, AND ALAN BUZACOTT**

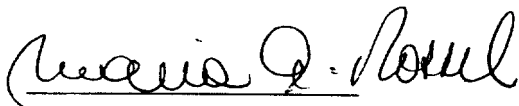
The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Chuck Goldfarb, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



Chuck Goldfarb

Subscribed and Sworn to before me this
16th day of August, 2001.



Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006

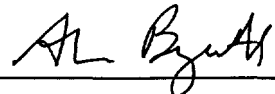
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**AFFIDAVIT OF ROY LATHROP,
CHUCK GOLDFARB AND ALAN BUZACOTT**

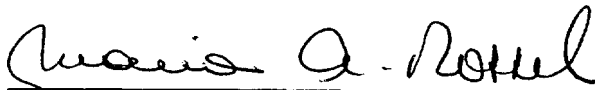
The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Alan Buzacott, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.



Alan Buzacott

Subscribed and Sworn to before me this
16th day of August, 2001.



Notary Public

MARIA A. ROSSEL
Notary Public District of Columbia
My Commission Expires: 2/14/2006